

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Requirements
For
Telephone Answering Services
Bid No. 14-236**

**Executive Answering Service
145 S. 56th St.
Lincoln, NE 68510
(402)474-3434**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Executive Answering Service, 145 S. 56th St., Lincoln, NE 68510, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Telephone Answering Services, Bid No. 14-236

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to pricing and terms based on vendor proposal and Attachment A.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Schedule as listed on Attachment A, a copy thereof being attached to and made a part of this Contract. The Owners shall use this service on a monthly basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$3,360.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$54,000.00 during the contract term without approval of the City of Lincoln. The total cost of products or services for the Public Building Commission shall not exceed \$ 2,688.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective January 1, 2015 for a four (4) year term with the option to renew for one (1) additional four (4) year term upon agreement of all parties.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Attachment A
 4. Attachment B
 5. Addendum No. 1
 6. Service Instructions 1 - 4
 7. Specifications
 8. Instructions to Bidders
 9. Insurance Requirements

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by:

Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTIVE ANSWERING SERVICE

City of Lincoln, Lancaster County, Lincoln/Lancaster County
Public Building Commission Contract Pricing

Live Telephone Answering Plans

Bronze \$35

Any calls (in and out bound) taken by our prompt and pleasant sounding telephone operators will be billed at .70¢ each. **Includes FREE delivery** of your messages by fax or email.

Silver \$75

Includes up to **60 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 60 provided will be billed at an additional .70¢ each. **Includes FREE delivery** of your messages by fax or email.

Gold \$125

Includes up to **120 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 120 provided will be billed at an additional .70¢ each. **Includes FREE delivery** of your messages by fax or email.

Platinum \$175

Includes up to **240 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 240 provided will be billed at an additional .60¢ each. **Includes FREE delivery** of your messages by fax or email.

StarTran

Any calls (in and out bound) taken by our prompt and pleasant sounding telephone operators will be billed at .45¢ per minute. **Includes FREE delivery** of your messages by fax or email.



Phone: **(402) 474-3434**

Or (800) 488-6123

www.executive-answering.com

"Providing Quality Answering for over 45 Years!"

Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY

145 S 56th St Lincoln, NE 68510

402-474-3434

November 18, 2014

Executive Answering Service has changed the price plans for the City Bid Proposal. The price plans listed on the contract pricing sheet for the proposed bids is the new acceptable price plans and will replace the original proposal pricing.

These prices will be good for the next two (2) years, January 1, 2015-December 31, 2016. At that time we will re-evaluate our prices with the economies inflation.

Sincerely,

Megan Lipert-Murphy

Executive Answering Service

402-474-3434

www.executive-answering.com

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-236 Addendum 1	Department		Department
Title	Telephone Answering Services	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	09/24/2014	Telephone	1 (402) 441-8309	Telephone
Close Date	10/15/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company Executive Answering Service
Address 145 S 56th St

Lincoln, NE 68510
Contact Megan Murphy
Department
Building
Floor/Room
Telephone 1 (402) 474-3434
Fax 1 (402) 474-4869
Email meganeas@windstream.net
Submitted 10/10/2014 3:19:05 PM CT
Total \$0.00

Signature Megan Murphy

Email meganeas@windstream.net

Supplier Notes

If you need any additional information or clarification, please contact Megan or Michele.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Megan Murphy
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
8	Bid award	<p>I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.</p> <p>If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.</p>	Yes
9	Proposal Submission	I have prepared my written proposal as requested in the Specifications and attached it to the Response Attachment section of my ebid response.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 14-236 for Telephone Answering Services is available. Please prepare your written response and attach it to the Response Attachment section of your ebid response as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total:	\$0.00
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Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY

145 S 56th St Lincoln, NE 68510

402-474-3434

Telephone Answering Service Bid Proposal

*We are able to meet each department/divisions needs as specified on the RFP.

*All communications with the answering service can take place via phone 402-474-3434, email exeanserv1@windstream.net, or fax 402-474-4869. Owner is Megan Lipert-Murphy, Client Account Manager is Michele York, and Administrative Assistant is Amber Weese. Any changes can be put into our system within 15 minutes of receipt.

*All Executive Answering Service operators speak English in a manner that is the same or similar to the dialect spoken in Lincoln, NE area. Should the need every arise, Executive Answering Service has a relationship established with LanguageLinc Translation Service of Lincoln in case of an emergency for non-English speaking callers.

*Our system keeps a record of all calls taken to avoid duplicating calls to on call personnel on the same incident. Each office receives a daily incident report if requested.

*We have operators available 24/7 to be a friendly telephone receptionist when you cannot, whether you are out to lunch, on the phone, with a client or enjoying treasured personal time with your family. A customer service oriented telephone operator will always answer with your company name, or any phrase that you prefer. Based upon your requests, our operators can seamlessly connect your client directly to you in case of emergency when minutes truly count, send a text message, fax or email, or hold messages for retrieval at your convenience.

*Executive Answering Service is a HIPAA compliant organization and each employee signs a confidentiality agreement upon hire.

*In the even of an emergency in the City or County, we are available to field calls upon short notice.

*We are able to accept any land or cellular phone line that is forwarded to us (Windstream, Time Warner, VOIP phone system, etc)

*Invoices are mailed to each individual office every 4th Tuesday. This invoice will state base package plus any addition message charges over the allotted amount.

*All operators are familiar with the Lincoln area and large maps are on display for operators to reference. These maps were provided by StarTran and show city streets in detail.

Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY

145 S 56th St Lincoln, NE 68510

402-474-3434

*Executive Answering Service currently employs 23 telephone operators.

*References:

Nebraska Department of Agriculture, contact person is Jeff Wild 402-471-2351, email address jeff.wild@nebraska.gov. On this account we take messages, issue animal importation permits, and reach the state veterinarians for emergencies.

NEBRASKAland Magazine through NE Game and Parks, contact person is Donna Robinson 402-471-5490, email address is Donna.Robinson@Nebraska.gov. On this account we take messages, enter magazine subscriptions, and offer general information as needed.

Trafcon Inc, contact person is Joe Conway 402-434-1748, email address is joeg@trafconinc.com. On this account we take messages and dispatch for barricade and cone delivery and removal.

* For all Vendors except StarTran (Wastewater, Water, Health Department, County Engineer, Parks and Recreation, Main Switchboard, City Street Maintenance, and Public Building Commission) I have added an attachment with our price plans. It will be at the discretion of each Department to select which plan will fit their needs appropriately based off of their anticipated call volume. *Please note, this is per call, not per minute.*

StarTran's billing will be based on \$.50 per minute with no base fee and no limits.

*We will handle all emergency calls based upon each Vendors specific needs and instructions.

*Executive Answering Service utilizes a fiber optic T1 line with additional analog lines. We are currently in the process of obtaining a redundant additional T1 for backup purposes. A UPS battery back up system and natural gas powered generator are in place in case of a power outage, these are tested weekly. We also provide answering service for LES key account outage clients so we have immediate contact if necessary. Each Vendor can request notification of loss of service in the manner that would best meet their needs.

We currently answer for many of these Vendors and would love to continue to do so. We feel as though we are familiar with the needs of each Vendor. Executive Answering Service is located in Lincoln, NE with all operators answering locally on site. We feel this is very important as our operators are all familiar with Lincoln and the surrounding areas. Please contact Megan or Michele if we missed any required forms/information.

**SPECIFICATIONS
TELEPHONE ANSWERING SERVICES
REQUEST FOR PROPOSALS**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln, Lancaster County and the City of Lincoln/Lancaster County Public Building Commission (hereinafter referred to as Owners) are requesting proposals for Telephone Answering Services at various locations throughout the City of Lincoln.
 - 1.1.1 Various departments and divisions will require different types of service, therefore the Vendor will address each department/division needs in their written response along with cost for services in that department/division.
- 1.2 Vendor shall submit bid documents and all supporting material via e-bid.
 - 1.2.1 Information that is required to be in written form shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov).
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Vendor and other Owner staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The Owners will enter in a contract with the selected Vendor for a period of four (4) years with the option for one (1) additional four (4) year period.
- 1.5 Vendor must provide professional and timely service for all accounts covered under an awarded contract.
 - 1.5.1 Vendor must maintain a workforce capable of meeting all of the requirements for each department at all times requested.
 - 1.5.1.1 Failure to maintain an adequate workforce or meet any other requirements of the awarded contract may result in termination according to terms listed in the contract.
- 1.6 All departments will have clear, concise instructions from the Vendor on who to contact with information regarding their account.
 - 1.6.1 Vendor shall provide a specific contact person and backup person for each department as part of their ebid response.
 - 1.6.2 Vendor shall provide clear and concise instructions on how each department is to submit information to the Vendor whenever a change is required.
 - 1.6.2.1 Vendor shall include these instructions as part of their written ebid response.
- 1.7 Vendor must provide staff who speak English in a manner that is the same or similar to the dialect spoken in the Lincoln, NE area.
- 1.8 Vendor shall provide information in their written response as to how they will handle emergency calls to any of the Owner departments when the caller does not speak English.
- 1.9 Vendor must have an incident or recent call log identifying to other call staff that a call has already been received regarding an incident and has been resolved; this is to avoid duplicate calls on same incident.

- 1.10 Vendor shall provide quarterly reports to each department which indicate the number of calls received, date, times and action taken for each call.
 - 1.10.1 Reports will be sent to a representative selected by each department.
- 1.11 Vendor staff will answer each phone line utilizing the department/division name and a friendly, courteous greeting such as, "Good morning, this is the Purchasing Division answering service, how may I help you?"
- 1.12 All calls into the Vendor from the public or the departments/divisions are confidential and will not be shared with anyone without Owner permission.
 - 1.12.1 Failure to meet this requirement may lead to immediate cancellation of a contract.
- 1.13 In the event of an emergency in the City or County, the awarded Vendor may be required to field calls for some or all City/County departments upon short notice.
- 1.14 Vendor must be able to accept calls transferred from the Owners which utilize Windstream, Time Warner and VOIP phone systems.

2. VENDOR REQUIREMENTS - STARTRAN

- 2.1 Answer the StarTran Route Information Phone Line (402-476-1234)
 - 2.1.1 Answering period is from 7:30 a.m. to 4:30 p.m., Monday through Friday.
 - 2.1.1.1 Most days will answer from 7:30-8:00 a.m. and 11:00 a.m. to 12:00 noon.
 - 2.1.1.2 No weekends or holidays
 - 2.1.1.3 Must be able to answer the phone line with little to no notice in the event that the StarTran receptionist is ill, on vacation, at a meeting, etc.
- 2.2 Vendor shall have basic understanding of Lincoln streets and be able to read and interpret City street maps.
- 2.3 Utilizing the StarTran web page and printed all-route map, Vendor shall become proficient in interpreting StarTran routes, schedules, and lingo (training available if needed)
- 2.4 Calls other than route/schedule information will be directed to the main StarTran office number, 402-441-7185, i.e. complaints, lost & found, advertising, etc.
 - 2.4.1 No message taking is required.
- 2.5 Must be able to receive email or faxed copies of route detours or updates from StarTran staff.
- 2.6 Number of calls per month to the current service provider averages 1,000 to 2,000.
- 2.7 Peak calling periods are during the month of August when school resumes and in the winter months when it snows.
- 2.8 Windstream set up the system in which calls are directed to the answering service phone line.
- 2.9 StarTran personnel are in control of directing calls to/from the answering service by a "logging off/on" key on the telephone.
- 2.10 StarTran requires an answering service contact person be identified in order to distribute current information and insure that the StarTran patrons are receiving the most up-to-date route/schedule information.

3. VENDOR REQUIREMENTS - WASTEWATER

- 3.1 Wastewater utilizes an Answering Service for emergency calls and after-hours calls to a designated number.
- 3.2 Calls are taken by the service, recorded, and vetted for "reason of call" and then forwarded to a designated on-call person within 10 minutes of the call coming in to the Vendor, if necessary.
 - 3.2.1 The calls coming into this number are usually emergency calls and require immediate attention to avoid significant damage to homes and businesses.
- 3.3 The department has a written procedure in place for the vetting of calls and the procedures the Answering Service must follow.
 - 3.3.1 A copy of the answering service protocol is attached to the Bid Attachment section of the ebid.
- 3.4 Vendor shall provide services for this account as follows:
 - 3.4.1 Identify emergency response calls; initiating immediate contact with assigned on-call staff.
 - 3.4.2 Receive daily email notifications from utility regarding on-call staff assignments.
 - 3.4.3 Have knowledge of the Lincoln area including streets and intersections within the city limits of Lincoln.
 - 3.4.4 Follow protocol and provide information for frequently asked questions per prepared instructions to minimize non-emergency calls to on-call staff by having the service provide information to customer where appropriate.
 - 3.4.5 Implement immediate directives received from LWWS.
 - 3.4.6 Ability to assign one or more operators on a specific event so that information is consistent and accurate.
 - 3.4.7 Provide information and reports to Divisions upon request 24/7. For example, "how many calls have been received for the water main break at 123 Smith Street?"
 - 3.4.8 Provide daily email report delivered by 6:30 am, 7 days per week with continued updates until calls are transferred back to utility.
 - 3.4.8.1 Reports shall identify date/time/caller name/phone number/details of call/message/how call was resolved.
 - 3.4.8.2 Provide various reports to individual Divisions/Sections as requested. For example, separate call logging and reporting of "billing" calls vs. "service" calls.
 - 3.4.8.3 Maintain and update email list service as provided by each Division.
 - 3.4.8.4 Separate reports maintained and submitted to each Division
 - 3.4.9 Occasional transferring of calls during normal business hours. This is infrequent but has been used for phone coverage.

4. VENDOR REQUIREMENTS - WATER

- 4.1 Water utilizes an Answering Service for emergency calls and after-hours calls to a designated number.
 - 4.1.1 The calls coming into this number are usually emergency calls and require immediate attention to avoid significant damage to homes and businesses.
- 4.2 The department has a written procedure in place for the vetting of calls and the procedures the Answering Service must follow.
 - 4.2.1 A copy of the vetting procedure is attached to the Bid Attachment section of the ebid.

- 4.3 Vendor shall provide services for this account as follows:
 - 4.3.1 Identify emergency response calls; initiating immediate contact with assigned on-call staff.
 - 4.3.2 Receive daily email notifications from utility regarding on-call staff assignments.
 - 4.3.3 Have knowledge of the Lincoln area including streets and intersections within the city limits of Lincoln.
 - 4.3.4 Follow protocol and provide information for frequently asked questions per prepared instructions to minimize non-emergency calls to on-call staff by having the service provide information to customer where appropriate.
 - 4.3.5 Provide case by case instructions to callers when instructed by utility staff.
 - 4.3.6 Ability to assign one or more operators on a specific event so that information is consistent and accurate.
 - 4.3.7 Provide information and reports to Divisions upon request 24/7. For example, "how many calls have been received for the water main break at 123 Smith Street?"
 - 4.3.8 Provide daily email report delivered by 6:30 am, 7 days per week with continued updates until calls are transferred back to utility.
 - 4.3.8.1 Reports shall identify date/time/caller name/phone number/details of call/message/how call was resolved.
 - 4.3.8.2 Provide various reports to individual Divisions/Sections as requested. For example, separate call logging and reporting of "billing" calls vs. "service" calls.
 - 4.3.8.3 Maintain and update email list service as provided by each Division.
 - 4.3.8.4 Separate reports maintained and submitted to each Division
 - 4.3.9 Occasional transferring of calls during normal business hours. This is infrequent but has been used for phone coverage.
 - 4.3.10 Implement immediate directives received from LWS.
 - 4.3.11 Maintain prioritized calling list for supervisors within each Division for emergency contacts.
 - 4.3.12 Contact Division if calls are not transferred at the end of the day.

5. VENDOR REQUIREMENTS - HEALTH DEPARTMENT

- 5.1 The City/County Health Department requires the services from this RFP to field calls and questions from clients to two main phone lines.
- 5.2 A list of requirements from the Health Department is attached to the Bid Attachment section of the ebid response titled Exhibit A.

6. VENDOR REQUIREMENTS - COUNTY ENGINEER

- 6.1 The County Engineer requires services from this RFP to field emergency calls when the office is closed.
 - 6.1.1 Awarded Vendor will have calls answered Monday through Friday 4pm to 7am and 24 hours per day on weekends and all County designated holidays.
- 6.2 Vendor will forward calls to a selected individual who is on-call during those days and times.
 - 6.2.1 There may be multiple individuals on call in order to ensure that someone is notified of the emergency.

- 6.3 Vendor must notify County Engineer within 10 minutes of receipt of call during the days and times listed above.
- 6.4 Vendor shall take the name, phone number, location of emergency and type of emergency from caller and relay the information to the on-call person.
- 6.5 The County will provide instructions on what is required prior to execution of contract.

7. VENDOR REQUIREMENTS - PARKS AND RECREATION

- 7.1 The City Parks and Rec Department requires the services from this RFP to field calls and questions from the public.
- 7.2 Must have a minimum knowledge of City of Lincoln NE area Parks, streets and Recreation Facilities.
- 7.3 Identify type of issue or incident based on series of predefined questions provided by Parks & Recreation.
- 7.4 Based on information gathered from called, determine if after-hours personnel need to be contacted.
- 7.5 Based on incident, determine which of the Parks & Recreation section staff need to be contacted to resolve the problem.
- 7.6 Once a call is determined to be a non-emergency, provide caller with website or office phone information to leave voice mail regarding problem or question.
- 7.7 Vendor shall provide reports to Parks that provides the following information:
 - 7.7.1 Number of calls, with breakout of resolved on phone or passed to after-hours staff.
 - 7.7.2 General nature of emergency.
 - 7.7.3 Location involved.
 - 7.7.4 Personnel contacted, and were they 1st, 2nd or 3rd on list
 - 7.7.5 How resolved.
 - 7.7.6 Name and number of caller, if willing to give.

8. VENDOR REQUIREMENTS - MAIN SWITCHBOARD (TEMPORARY)

- 8.1 The City and County currently have a main switchboard number which will be in operation until the next phone book is released in March of 2015.
 - 8.1.1 The phone number is 402-441-7171.
- 8.2 Vendor shall provide a pricing proposal to route all calls to this number to an automated voice message which provides information to the caller on how to reach a specific department/division in the City or County.
- 8.3 Vendor shall provide a pricing proposal to answer this line and route calls to various Owner departments as requested by the caller.

9. VENDOR REQUIREMENTS - CITY STREET MAINTENANCE

- 9.1 The City Street Maintenance Department requires services from this RFP to field emergency calls when the office is closed.
 - 9.1.1 Awarded Vendor will have calls answered Monday through Friday 4:30pm to 8:00am and 24 hours per day on weekends and all City designated holidays.

- 9.2 Vendor will forward calls to a selected individual who is on-call during those days and times.
 - 9.2.1 There may be multiple individuals on call in order to ensure that someone is notified of the emergency.
- 9.3 Vendor must notify City Street Maintenance Department within 10 minutes of receipt of call during the days and times listed above.
- 9.4 Vendor shall take the name, phone number, location of emergency and type of emergency from caller and relay the information to the on-call person.

10. VENDOR REQUIREMENTS - PUBLIC BUILDING COMMISSION

- 10.1 The Lincoln/Lancaster County Public Building Commission requires services from this RFP to field emergency calls when the office is closed.
 - 10.1.1 Awarded Vendor will have calls answered Monday through Friday 4pm to 7am and 24 hours per day on weekends and all designated holidays.
- 10.2 Vendor will forward calls to a selected individual who is on-call during those days and times.
 - 10.2.1 There may be multiple individuals on call in order to ensure that someone is notified of the emergency.
- 10.3 Vendor must notify Public Building Commission on-call staff within 10 minutes of receipt of call during the days and times listed above.
- 10.4 Vendor shall take the name, phone number, location of emergency and type of emergency from caller and relay the information to the on-call person.

11. INVOICE REQUIREMENTS

- 11.1 All invoices must be billed and sent directly to the location where service is being provided at the contract rate submitted by the Vendor.
 - 11.1.1 Vendor may not deviate from the pricing submitted in the contract or add any additional fees to the invoice that were not part of the original contract.

12. SUBMITTAL REQUIREMENTS

- 12.1 Vendor shall provide the following information in their written response to this proposal:
 - 12.1.1 The name/s of the individuals at your company who will be the primary and secondary contact person regarding the Owners account.
 - 12.1.2 Instructions on how each department is to submit initial information and any changes to the Vendor.
 - 12.1.2.1 Indicate how quickly your company can accept a new message from a department and get it into your system.
 - 12.1.3 How your company will handle calls to any of the Owner departments when the caller does not speak English.
 - 12.1.4 Method for locating and identifying streets and other City/County landmarks in order to assist citizens who are requesting information or reporting an emergency.
 - 12.1.5 Number of employees currently employed by your company.

- 12.1.6 References from three (3) other government entities or companies where you are currently performing this type of service.
 - 12.1.6.1 Provide the company/entity name, contact person, phone number, email address and service provided.
- 12.1.7 Provide a brief summary of your company history and why you believe your company should be awarded a contract for this service.
- 12.1.8 The cost for services as described for each department listed above. Please specify the department name, the cost and the services that will be provided.
- 12.1.9 Describe how your company will handle a call that is an emergency.
- 12.1.10 In the event of a disaster, how will your company handle incoming calls to the Owner clients currently using your service and any other numbers which may need routed to your service.
- 12.1.11 Does your company have a disaster recovery program and if so, how is it initiated and tested.
- 12.1.12 Describe how your company notify the Owners in the event service is Interrupted to your call center.
- 12.2 All written responses will be typed on company letterhead and attached to the Response Attachment section of the ebid response.
 - 12.2.1 The written response then becomes part of the ebid response which is the only method for submitting a proposal.
 - 12.2.2 Vendor may attach brochures or other documentation to the Response Attachment section if information is related to services being proposed.

13. BID EVALUATION

- 13.1 Bid will be evaluated based on the following criteria:
 - 13.1.1 The price proposed in the written response for each department/division.
 - 13.1.1.1 The Owners reserve the right to award to more than one Vendor if it is in the best interest of the Owners to do so.
 - 13.1.1.2 If your proposal is an all-or-nothing proposal you must indicate so in your written response and in the Attribute section of your ebid response.
 - 13.1.2 Previous and current contract performance.
 - 13.1.3 Ability to show that your company can handle all of the Owner accounts according to the specifications.
 - 13.1.3 Compliance with requirements as outlined in these specifications.

LINCOLN WATER SYSTEM
ANSWERING SERVICE INSTRUCTIONS
 DECEMBER 2012

QUESTION	ANSWER
Lincoln Water System (LWS) Billing Address/Phone (all billing questions)	555 South 10 th St. Lincoln, NE 68508 - (402) 441-7551
LWS Operation Center Address/Phone (main breaks, meter problems, fire hydrants, etc.)	2021 North 27 th St. Lincoln, NE 68503 - (402) 441-7571
LWS Business Hours (Billing & Operations)	7:30 a.m. - 4:30 p.m. Monday thru Friday
Discolored Water	Run cold water tap several minutes until clear; if it doesn't clear call on-call number
Emergency Locates (Calls from LES, any other utility, or caller provides ticket number)	Call on-call number – (402) 432-8706 Fax number – (402) 441-6857
Fire hydrants	Cannot be used unless hydrant permit has been issued
Frozen pipes	Responsibility of property owner - contact plumber
Leaky water meters	Call on-call number – (402) 432-8706
Meter reads after hours	Refer caller to (402) 441-7556 to leave message
Missed appointments	Refer caller to (402) 441-7571 during regular business hours (Do not call on-call)
Emergency Calls - After Hours	Call on-call number – (402) 432-8706 If no answer, try the following in order: 1. Bill Fish – (402) 432-5304 2. Steve Owen – (402) 261-9044 / (402) 440-9817 / (402) 499-4058 (try all numbers BEFORE calling next person)
Vandalism/damage to LWS property or facilities	Contact Dave Thurber – (402) 326-2507 or (402) 488- 6344
<u>Instructions</u> - LWS will forward phones at 4:15 p.m. Mon. - Fri. If Phone is not forwarded (Check that 441-7571 is forwarded at 4:45 p.m. M - F and 7:45 a.m. Sat & Sun)	Contact Robyn Cruse-Miller (402) 486-1290 / (402) 309-5044
Water shut-offs / turn-ons (Non-payment)	Judy Cartmill will contact to provide information * Do not add to list already in computer * The shut-off comes up on msg ticket * Contact Judy during regular hours with questions
Water shut-offs (Failure to gain entry)	Call on-call number – (402) 432-8706
Water Fountains	LWS does not service water fountains
Trailer Park water issues/complaints	LWS does not service trailer parks

**EXECUTIVE ANSWERING SERVICE PROTOCOL
FOR LINCOLN WATER SYSTEM
EFFECTIVE DECEMBER 2013**

BILLING ADDRESS

555 S. 10th St.
Lincoln, NE 68508
Billing Phone - (402) 441-7551

BILLING/CREDIT OFFICE HOURS

Monday - Friday
7:30 a.m. - 4:30 p.m.

BILLING QUESTION CALLS

Refer to Billing Office - (402) 441-7551

SERVICE CENTER ADDRESS

2021 N. 27th St.
Lincoln, NE 68503
Service Center Phone - (402) 441-7571, Option 2
FAX - (402) 441-6857 (Daily overnight call log)

SERVICE CENTER HOURS

Monday - Friday
7:30 a.m. - 4:30 p.m.

TYPICAL SERVICE CENTER CALLS - Q & A

- ♦ **Q - BROKEN WATER MAIN/WATER GUSHING IN STREET OR RIGHT-OF-WAY**
A - Contact O/C (On-call) (402) 432-8706
- ♦ **Q - DAMAGE/VANDALISM REPORTS TO LWS FACILITIES**
A - Contact Security Manager, Dave Thurber, (402) 326-2507 Cell or (402) 488-6344 Res
- ♦ **Q - DISCOLORED/CLOUDY WATER**
A - Advise caller to run cold water taps several minutes. If water does not clear contact O/C.
- ♦ **Q - EMERGENCY LOCATES**
A - These calls include any call from LES, other utilities, or including a ticket number
Call (402) 432-2229 (Lisa) or (402) 540-4184 (Meagan)
- ♦ **Q - FIRE HYDRANTS**
A - Hydrant Permit required - Caller cannot use hydrant until permit is issued - Advise caller to contact Service Center during regular business hours.
- ♦ **Q - FROZEN PIPES**
A - Advise caller to contact plumber. Not responsibility of LWS.
- ♦ **Q - LEAKY WATER METERS**
A - Contact O/C
- ♦ **Q - METER READS AFTER HOURS**
A - Refer caller to (402) 441-7556 to leave meter reading message on answering machine after hours.

- ◆ **Q - MISSED APPOINTMENTS**
A - Refer caller to contact Service Center (402) 441-7571, Option 2, during regular business hours to reschedule appt.
(DO NOT CONTACT ON-CALL SERVICE TECH)
- ◆ **Q - ON-CALL HANDLING (ONLY URGENT CALLS AFTER HOURS)**
A - (402) 432-8706 (On-call cell) After following procedure listed on master card and still no answer contact in the following order:
 1. Bill Fish (Contact for on-call questions) - (402) 438-4569 Res; (402) 432-5304 Wrk Cell
 2. Dave Caulkins - (402) 421-2501 Res; (402) 525-5631 Wrk Cell
 3. Steve Owen - (402) 261-9044 Res; (402) 440-9817 Pers Cell; (402) 499-4058 Wrk Cell
- ◆ **Q - PHONES NOT FORWARDED (Phones are on call forward/transfers after 5 rings)**
(Perform call forward checks at 4:45 p.m. M-F and 8:00 a.m. Saturday & Sunday)
A - Contact Robyn at (402) 486-1290 Res or (402) 309-5044 Cell
- ◆ **Q - WATER SHUT OFFS (Due to failure to gain entry)**
 - If shut off is due to *failure to gain entry* contact O/C (402) 432-8706
- ◆ **Q - TRAILER PARKS**
A - Advise caller to contact trailer park mgmt. LWS not responsible for trailer park water
(DO NOT CONTACT ON-CALL SERVICE TECH)
- ◆ **Q - WATER FOUNTAINS**
A - LWS not responsible for water fountains downtown
- ◆ **Q - WATER TURN ONS**
A - Advise caller to contact (402) 441-7571, Option 2, during regular business hours.

HEALTH DEPARTMENT

TELEPHONE ANSWERING SERVICE REQUIRMENTS

1. Take calls forwarded from specific phone lines (listed below)
2. Screen calls to identify "Emergency" and "Non-Emergency" based on criteria for:
 - a. Medical calls
 - b. Dental calls
 - c. Environmental health calls (food, water, waste, hazardous material, air)
 - d. Communicable disease / food poisoning
3. Provide information (e.g. # to call during business hours and hours of business) for "Non-Emergency calls"
4. Take caller information including name and a number to call; inform them a Health Department staff person will respond
5. Call the contact identified for after-hours response for the specific type of call (listed below) and relay the information. If no immediate answer, follow steps in that area (specified below)
6. Relay information from caller.
7. Do not give out numbers for contact to callers.
8. If operator has problem contacting the assigned on-call staff after hours—notify the operator's supervisor to report to the Health Department. Do not give out Health Department phone or pager numbers to callers.
9. Environmental Health staff use display pagers which display the telephone number staff are to use to return the call. When the pager number is called, you will hear "PLEASE ENTER YOUR NUMERIC MESSAGE AFTER THE TONE." The operator should enter the number which staff can call to get the message.
10. HIPAA compliant—Business Associate agreement will be required
11. Call center Staff **DO NOT** give out medical, nursing or dental advice or advice on how to resolve environmental or animal related concerns.
12. Call center should have access to interpreter services
13. Need to be able to "not forward" a repeat caller if instructed by Health Department after hours responder
14. Call types include:

<ul style="list-style-type: none">• General Assistance• Dental Program• Sexually transmitted infections including HIV Clinics• Immunizations (childhood, flu)• Refugee• Food establishment fires• Food Truck wrecks• Other food related emergencies• Hazardous Materials Spills• Abandoned chemical• Abandoned unknown materials / suspicious articles• Blood / Body fluid exposures	<ul style="list-style-type: none">• Lab results—reportable disease• Food Poisoning / Food related illness• Communicable disease report• Spills on roads• Outdoor air pollution emergencies• Drowning or near drowning in pool or spa• Mosquitos (Non-Emergency)• Complaints about staff / health department programs• Building access or issues for Health department properties• Refrigerator Temperature Alarm• Animal Control
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**TELEPHONE ANSWERING SERVICE PROTOCOL
FOR LINCOLN WASTEWATER SYSTEM (LWWS)
EFFECTIVE SEPTEMBER 2014**

BILLING ADDRESS

555 S. 10th St.
Lincoln, NE 68508
Billing Phone - (402) 441-7551

BILLING/CREDIT OFFICE HOURS

Monday - Friday
7:30 a.m. - 4:30 p.m.

BILLING QUESTION CALLS

Refer to Billing Office - (402) 441-7551

Information required from caller: Name, phone number, address, issue, to be passed on by service

After call is taken, contact the On Call Person (OCP) by matching the name for a given day to the master phone number list.

If unsuccessful in contacting the OCP after 10 minutes, then try contacting in order Mike Mandery, Brian Kramer and Vince Morin if 5 minute intervals.

TYPICAL SERVICE CENTER CALLS - Q & A

- ◆ **Q – WATER COMING UP INTO BASEMENT FLOOR DRAIN**
A - Contact OCP
- ◆ **Q – SEWER ODOR IN BASEMENT**
A - Contact OCP
- ◆ **Q – MANHOLE MISSING**
 - ◆ Ask approximate size of manhole
 - ◆ If 6" diameter, contact Water department
 - ◆ If 2' diameter contact OCP
- ◆ **Q – DROPPED KEYS/CELLPHONE OR ANYTHING ELSE INTO SEWER**

This most likely will be a storm sewer inlet or grate the item has fallen into.

A – Contact Streets Department

◆ **Q – WATER IN STANDING BY CATCH BASIN OR SEWER INLET**

This most likely will be a storm sewer inlet or grate not draining.

A - Contact Streets Department

◆ **Q – WATER COMING UP OUT OF A MANHOLE**

A - Contact O/C

◆ **Q - SMELL OR SEE WASTEWATER IN A STREAM OR CREEK**

A - Contact O/C

ADDENDUM #1

Issue Date:10/09/14

SPECIFICATION NO.14-236 FOR TELEPHONE ANSWERING SERVICES

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. When is your proposed go-live date?
A specific start date will be given upon execution by all parties. Intent is to start as soon as possible.
2. Is there any additional information regarding average handle time and monthly call volume that you can provide for each owner?
Call rates vary by department and various times of the year. Please provide several pricing options for differing call volumes.
3. Are we taking over your current phone numbers (resp org) or will you transfer these calls over to our platform from yours?
Please provide information on how the transfer of the lines to your platform or the use of ours will affect the price and service.
4. How do we access the servicing applications?
Departments will provide their information directly to the Vendor.
5. Are there any tools or resources (web-based) that we could access from each owner?
The Owners will provide information based on their needs.
6. Do you require call recording? If yes, what is your retention period? (We cannot exceed 60 days)
If the Specifications require recording, then it is required.
7. What are your reporting requirements?
Reporting requirements are listed for specific departments as shown in the Specifications. The selected Vendor must be able to provide monthly calling volume for each department as requested throughout the term of the contract.
8. Reporting upon request for 24/7
 - a. What is the turnaround time for these requests?
 - b. What level of reporting is required?We require an immediate response for this type of request as it will occur when an emergency is received. The number of calls for the particular emergency situation is what will be requested.

9. Turnaround time and phone trees
- a. Is that currently 10 minutes to contact the first person on the list or to make contact with a live person regardless of how many people are dialed?
- We expect the Vendor to contact the on-call person within 10 minutes of the first call on an emergency issue.
10. Are you expecting any outbound calls/emails? For example, are there any follow-up calls required on service repairs?
- Not at this time.
11. Are we to assume no self-service just route to queue?
- This question cannot be answered.
12. Are there any specific languages that trend more frequently than others?
- No. All languages should be covered which are prevalent in Lincoln, NE
13. The Closing Date has been extended to Wednesday October 15, 2014 at 12:00pm.
14. Vendors may submit multiple service and pricing options which would be appropriate for each department listed. Options must be clearly listed in order for the Owners to evaluate them.

End of Addendum

INSTRUCTIONS TO PROPOSERS
City of Lincoln, Nebraska, County of Lancaster, Public Building Commission
"Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - Contractual Liability coverage shall be included.
 - Products Liability and/or Completed Operations coverage shall be included.
 - Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

Advertise 2 times
Wednesday, September 24, 2014 and
Wednesday, October 1, 2014

**City of Lincoln/Lancaster County
Purchasing Division
Notice to Proposers**

Sealed proposals will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, October 10, 2014** for providing the following:

**Request for Proposal for
Telephone Answering Services -
City of Lincoln/Lancaster County/Public Building Commission
RFP No. 14-236**

Proposers must be registered on the City/County's E-Bid site in order to respond to the above RFP. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM

13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	Executive Answering Service	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	145 S. 56th St.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68510

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number: 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Asst

Purchasing Agent

Title

Date

11/20/14

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate. Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM

13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	Lancaster County		Name	Executive Answering Service	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	145 S. 56th St.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68510

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of

(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Pst

Purchasing Agent

Title

Date

11/20/14

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	Lincoln-Lancaster County Public Building Commission		Name	Executive Answering Service	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	145 S. 56th St.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68510

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

11/20/14

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007



EXECU-1

OP ID: 9F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Affinity Suite 425 West 1025 Thomas Jefferson St NW Washington, DC 20007 Barry F. Peters	CONTACT NAME: Barry F. Peters PHONE (A/C, No, Ext): 202-263-4000 FAX (A/C, No): 202-263-4001 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Executive Answering Service Megan Lipert 145 S. 56th St Lincoln, NE 68510	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		1408ATS1000827	08/22/2014	08/22/2015	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE OF INSURANCE SERVES AS EVIDENCE OF PROFESSIONAL LIABILITY INSURANCE ONLY.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln and
Lancaster County
555 So. 10th. Street
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James C. Peters

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